

1961 Rialto Basin Decree

Lytle Creek Water & Improvement Company vs. Fontana Ranchos Water Company, et al., San Bernardino County Superior Court Action 81264

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 9 Land and Water Company of Bloomington

James A. Stone
 Entered *Dec 15 1961*
 E. 167
 V. District of Justice Clerk
 By *James A. Stone*
 DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN BERNARDINO

SURR & HELLYER
 Attorneys at Law
 San Bernardino, California

11 THE LYTLE CREEK WATER AND IMPROVEMENT)
 12 COMPANY, a corporation,)
 13)
 14) Plaintiff,)
 15)
 16 vs.)
 17)
 18 FONTANA RANCHOS WATER COMPANY, a corpor-)
 19 ation; HIGHLAND AVENUE WATER COMPANY, a)
 20 corporation; CITIZENS LAND AND WATER COMPANY)
 21 OF BLOOMINGTON, a corporation; CITY OF RIALTO,)
 22 a municipal corporation; and CITY OF COLTON, a)
 23 municipal corporation; et al.,)
 24)
 25) Defendants.)

No. 81264 -
DECREE

WHEREAS, there has been filed in the above-entitled action a Stipulation for Judgment duly executed by and on the part of each and all of the following named parties to said action (who are collectively hereinafter referred to as "stipulating parties"), to-wit: The Lytle Creek Water and Improvement Company, a corporation (hereinafter referred to as "Lytle Creek"); Citizens Land and Water Company of Bloomington, a corporation (hereinafter referred to as "Citizens"); Fontana Union Water Company, a corporation (hereinafter referred to as "Fontana Union"); City of Colton, a municipal corporation (hereinafter referred to as "Colton"); City of Rialto, a municipal corporation (hereinafter referred to as "Rialto"); and Semi-Tropic County Water District, a county water district organized and existing under the California County Water District Law (hereinafter referred to as "Semi-Tropic"); and

WHEREAS, the Fontana Union was sued herein as John Doe

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1 Company No. 1, a corporation, and the Complaint herein should be amended
2 accordingly; and

3 WHEREAS it appears that Semi-Tropic should be joined as a
4 defendant in this action; and

5 WHEREAS, the action has been dismissed as to each of the
6 defendants Fontana Rancho Water Company, a corporation, and Highland
7 Avenue Water Company, a corporation; and

8 WHEREAS the Court has heard and considered evidence on the
9 part of the various stipulating parties; and

10 WHEREAS the parties have in said Stipulation for Judgment
11 waived Findings of Fact and Conclusions of Law;

12
13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
14 DECREED as follows:

15 1. The Complaint herein is hereby amended to set forth the true
16 name of the defendant John Doe Company No. 1, a corporation, which is
17 Fontana Union Water Company, a corporation.

18 2. Semi-Tropic County Water District is hereby joined as a
19 defendant in this action.

20 3. As used herein the terms listed below shall have the respec-
21 tive meanings next following them, viz:

22 (a) "Rivito Basin" or "Basin" shall mean that certain terri-
23 tory in the County of San Bernardino, State of California, which is more par-
24 ticularly described on Exhibit "I".

25 (b) "Year" shall mean a twelve month period commencing on
26 October 1 and ending on the next following September 30.

27 (c) "Acre Foot" of water shall mean that quantity of water
28 which will cover one acre to a depth of one foot, also being 43,560 cubic
29 feet, and which also is equal to a flow of 25,208 miner's inches of water for
30 24 hours.

31 4. Except as provided herein no stipulating party shall have any
32 priority to take water from the Basin, and the rights of the parties to take

1 water from the Basin as between themselves are set forth herein.

2 5. Subject to the pro rata reductions hereinafter set forth, the
3 amount of water in acre feet to which the stipulating parties are respectively
4 entitled to extract from the Basin in each year are as follows:

5 Colton	3,010 acre feet
6 Rialto	1,580 acre feet
7 Citizens	3,260 acre feet
8 Fontana Union	550 acre feet
9 Lytle Creek	3,600 acre feet
10 Semi-Tropic	-0- acre feet

11 6. The following described wells in the Basin are designated
12 and referred to herein as index wells for the purpose of determining the ele-
13 vation above sea level of the ground waters within the Basin. These wells
14 are as follows:

15 (a) "Duncan Well" - presently owned by Rialto, having
16 State Location No. 1S/SW-3A1, State Serial No. D-1084, located 109 feet
17 South of the center line of Baseline and 233 feet West of the center line of
18 Cactus Avenue.

19 (b) "Willow Street Well" - presently owned by Lytle Creek,
20 having State Location No. 1S/SW-2K1, State Serial No. D-1085, located 202
21 feet East of the center line of Willow Street and 133 feet North of the center
22 line of Victoria Avenue.

23 (c) "Boyd Well" - presently owned by Citizens, having
24 State Location No. 1S/SW-12L1, State Serial No. D-1095, located 109 feet West
25 of the center line of Eucalyptus Street and 155 feet North of the center line of
26 Wilson Street.

27 For the purpose of determination of the elevation of water above
28 sea level in the said index wells, the elevation above sea level of each of
29 the index wells is established as follows:

30 (a) "Duncan Well"	1352.79
31 (b) "Willow Street Well"	1287.00
32 (c) "Boyd Well"	1177.19

If for any reason any or all of said wells shall not be available

1 for measurement the identity and location of a substitute index well or wells
2 may be determined by a written stipulation executed by at least three-fourths
3 in number of the stipulating parties (or their successor(s) in interest) and
4 filed in this action, or in default of said stipulation, by order of this Court.

5 The elevation of the water level above sea level of each of
6 the index wells shall be measured in each of the months of March, April,
7 and May in each year. Each stipulating party shall be entitled from time to
8 time to designate one individual to be present and observe such measurements.
9 Measurements shall be made by the owners of the respective wells or such
10 other person, firm or corporation which three-fourths in number of the stipu-
11 lating parties shall designate to do so. Such measurements shall be made
12 at such times as the index well measured is not being pumped and has not
13 been pumped within the preceding twenty-four hours.

14 7. As used herein the term "spring-high water level" for a year
15 at each of the index wells shall mean the highest elevation in feet above
16 sea level of the surface of the water table which shall be measured in each
17 respective index well at any one of the monthly measurements during either
18 March, April, or May.

19 In any year in which the average of the elevation of the
20 spring-high water level in the three index wells is above elevation 1002.3
21 feet above mean sea level, no stipulating party shall be limited in the amount
22 of water which may be pumped from the Basin. However, no stipulating party
23 shall acquire any additional right to extract water from the Basin by reason
24 of extracting more than such party is entitled under paragraph 5 above.

25 In any year in which the average of the elevations of the
26 spring-high water level in the three index wells is between 1002.3 feet above
27 mean sea level and 969.7 feet above mean sea level, each party shall be
28 entitled to pump from the Basin in such year only the amount of water to which
29 such party is entitled as specified in paragraph 5 above.

30 In any year in which the average of the elevations of the
31 spring-high water level in the three index wells is below 969.7 feet above
32 mean sea level, then the amount of water which the stipulating parties shall

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be entitled to pump from the Basin during such year shall be reduced one per cent (1%) for each one (1) foot that the said average is below 969.7 feet above mean sea level, and not cumulatively to be reduced more than fifty per cent (50%).

9 If any stipulating party acquires any of the wells located within the Basin which are described on Exhibit "2", which is attached hereto and hereby incorporated herein, such party shall have the additional right to extract water from the Rialto Basin annually in the amount set forth on said Exhibit "2" opposite the description of the respective wells.

10. Each stipulating party shall maintain records of all its extractions of water from the Basin so that it can be determined therefrom what extraction of water was taken from each well or combination of wells or other water sources in the Basin from which such party received water in each year. Each stipulating party shall equip each of its wells with a water metering device which shall accurately measure the entire quantity of water pumped from the well. Each stipulating party shall allow the other stipulating parties access upon reasonable notice to the wells of such party to permit of inspection and testing the metering equipment.

Upon written demand of any stipulating party, the party keeping such records shall within thirty (30) days after receipt of such demand supply to the party making such demand or other person designated by such party in such demand a written statement of the amount of water (in acre feet) so taken from each such well or combination of wells or other sources for each year after 1961 with respect to which no such statement has previously been supplied.

11. Every provision of this judgment in favor of all applies to any party hereto and also applies to and inures to the benefit of and shall also bind all of the heirs, legal representatives, successors and assigns of such party.

12. Nothing in this judgment contained shall prevent any stipulating party from selling or otherwise disposing of or purchasing or otherwise acquiring any rights to extract water from the Basin which may be adjudged to belong to any other stipulating party; but any such right to acquire or to dispose of shall remain subject to any limitation or restrictions herein expressed

13. The stipulating parties will unite in opposing any new taking

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1 of water from the Basin by other than a stipulating party or parties and will
2 prorate the expenses in making such opposition, including litigation or engi-
3 neering expenses, provided that:

4 (a) The term "new taking" shall not include any water
5 development in the Basin hereafter made for the sole purpose of maintaining
6 but not increasing any quantity of water now being taken from the Basin by the
7 person who may hereafter make such development; or in the exercise by any
8 person of an overlying right who is not a stipulating party.

9 (b) If any stipulating party does not join in prosecuting
10 any future suit to prevent, enjoin or limit any such new or unlawful taking,
11 such stipulating party not so joining shall bear proratably the expenses of such
12 suit, including attorneys' fees and engineering fees, only if final judgment
13 is rendered in such suit preventing enjoining or limiting such taking.

14 14. No stipulating party shall be entitled to recover court
15 costs from any other stipulating party in this proceeding.

16 15. The court will retain jurisdiction to enter modifications of
17 this decree upon a finding of changed circumstances.

18 16. In the event through litigation of the supply of water in the
19 Basin, or by reason of adjudication in any subsequent action, the stipulating
20 parties in the aggregate shall be unable to pump and extract from the Basin a
21 quantity of water so great as the aggregate water is set forth herein, the stip-
22 ulating parties shall prorate the aggregate quantity of water available in the
23 Basin as long as such inability shall continue.

24 17. The listing herein of any number of acre feet for any party
25 to this action other than a stipulating party shall not be deemed an admission
26 by any stipulating party that a non-stipulating party is entitled to any water
27 whatsoever from the Basin, nor as to the quantity which such non-stipulating
28 party may take from the Basin, but each such figure for any non-stipulating
29 party is listed in order that the stipulating parties may between themselves
30 agree as to their rights to extract water on account of acquisition of the wells
31 of non-stipulating parties.

32 18. As between stipulating parties only no extraction of water

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1 from the Basin by any stipulating party in excess of the amount herein provided
2 to be taken by such party shall be deemed adverse to any other stipulating
3 party, and each stipulating party hereby waives as against each other stipulat-
4 ing party the right to plead any statute of limitation or latches with respect to
5 water extracted by such party in excess of such amount.

6 19. No objection shall ever be made by any party to this judg-
7 ment as to the interest or right of any such party as herein defined or as to the
8 validity of this judgment not so defining such interest or right on the ground
9 that such interest or right as so defined is not consistent with or warranted by
10 the pleadings in this action relative thereto, and if in any case it shall appear
11 that any such interest or right as so defined is in fact not consistent with or
12 warranted by such pleadings then such pleadings shall be deemed and treated
13 as amended to conform to and sustain such interest and right as herein defined,
14 and said pleadings shall be deemed sufficient to support this judgment.

15 Each of the parties to this judgment waives all right of appeal
16 therefrom and no appeal shall be taken by any party hereto from this judgment
17 or any part thereof and the same shall constitute a final judgment.

18 DONE IN OPEN COURT this 22 day of November, 1964.

19
20 J. L. Heller
21 Judge of the Superior Court
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17-5412

DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue, thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the centerline of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SBB&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBB&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W, said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, Records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

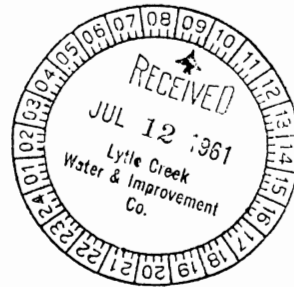
<u>STATE WELL NUMBER</u>		<u>LOCATION</u>	<u>STIPULATED RIGHT ACRE FEET</u>
<u>Location Number</u>	<u>Serial Number</u>		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490 - 6
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490 - 6
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540 - 6
1S/4W-7C1	E-8a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290 23-1
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370 6
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160 6
1S/4W-18K1	E-70e	47 feet South of center line Citrus Avenue, 87 feet East of West line of Northeast 1/4 of Section 18	360 6
1N/5W-17K1	D-1170b	3,937 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 352 feet Southwest of the center line of Riverside Avenue measured at right angles	90 23
1N/5W-17G1	D-1170d	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90 23
1N/5W-28J1	D-1177a	63 feet West of Linden Avenue, 45 feet South of Vineyard 0.36 miles North of Highland Avenue	40 22
1N/5W-31A1	D-1166	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370 23

Exhibit "2"

12/13/23
29
22/23

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Attorneys for Lytle Creek Water and
Improvement Company and Citizens Land
and Water Company of Bloomington



SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

THE LYTLE CREEK WATER AND IMPROVEMENT
COMPANY, a corporation,

Plaintiff,

vs.

FONTANA RANCHOS WATER COMPANY, a cor-
poration; HIGHLAND AVENUE WATER COMPANY,
a corporation; CITIZENS LAND AND WATER
COMPANY OF BLOOMINGTON, a corporation;
CITY OF RIALTO, a municipal corporation; and
CITY OF COLTON, a municipal corporation; et al.,

Defendants.

No. 81264

DECREE

WHEREAS, there has been filed in the above-entitled action a
Stipulation for Judgment duly executed by and on the part of each and all of
the following named parties to said action (who are collectively hereinafter
referred to as "stipulating parties"), to-wit: The Lytle Creek Water and Im-
provement Company, a corporation (hereinafter referred to as "Lytle Creek");
Citizens Land and Water Company of Bloomington, a corporation (hereinafter
referred to as "Citizens"); Fontana Union Water Company, a corporation
(hereinafter referred to as "Fontana Union"); City of Colton, a municipal cor-
poration (hereinafter referred to as "Colton"); City of Rialto, a municipal cor-
poration (hereinafter referred to as "Rialto"); and Semi-Tropic County Water
District, a county water district organized and existing under the California
County Water District Law (hereinafter referred to as "Semi-Tropic"); and

WHEREAS, the Fontana Union was sued herein as John Doe

1 Company No. 1, a corporation, and the Complaint herein should be
2 amended accordingly; and

3 WHEREAS, it appears that Semi-Tropic should be joined as a
4 defendant in this action; and

5 WHEREAS, the action has been dismissed as to each of the
6 defendants Fontana Ranchos Water Company, a corporation, and Highland
7 Avenue Water Company, a corporation; and

8 WHEREAS, the Court has heard and considered evidence on the
9 part of the various stipulating parties; and

10 WHEREAS, the parties have in said Stipulation for Judgment
11 waived Findings of Fact and Conclusions of Law;

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
13 DECREED as follows:

14 1. The Complaint herein is hereby amended to set forth the true
15 name of the defendant John Doe Company No. 1, a corporation, which is
16 Fontana Union Water Company, a corporation.

17 2. Semi-Tropic County Water District is hereby joined as a
18 defendant in this action.

19 3. As used herein the terms listed below shall have the respec-
20 tive meanings next following them, viz:

21 (a) "Rialto Basin" or "Basin" shall mean that certain terri-
22 tory in the County of San Bernardino, State of California, which is more par-
23 ticularly described upon Exhibit "1", and which also includes all percolating
24 water and underground water and water sources underlying said territory.

25 (b) "Year" shall mean a twelve month period commencing on
26 October 1 and ending on the next following September 30.

27 (c) "Acre Foot" of water shall mean that quantity of water
28 which will cover one acre to a depth of one foot, also being 43,560 cubic
29 feet, and which also is equal to a flow of 25.208 miner's inches of water for
30 24 hours.

31 4. Except as provided herein no stipulating party shall have any
32 priority to take water from the Basin, and the rights of the parties to take

1 water from the Basin as between themselves are set forth herein.

2 5. Subject to the pro rata reductions hereinafter set forth, the
3 amount of water in acre feet to which the stipulating parties are respectively
4 entitled to extract from the Basin in each year are as follows:

5 Colton	3,010 acre feet - 3900
6 Rialto	1,580 acre feet - 3100
7 Citizens	3,260 acre feet
8 Fontana Union	550 acre feet - 970 - 7900
9 Lytle Creek	3,600 acre feet

10 6. The following described wells in the Basin are designated
11 and referred to herein as index wells for the purpose of determining the ele-
12 vation above sea level of the ground waters within the Basin. These wells
13 are as follows:

14 (a) "Duncan Well" - presently owned by Rialto, having
15 State Location No. 1S/5W-3A1, State Serial No. D-1084, located 109 feet
16 South of the center line of Baseline and 233 feet West of the center line of
17 Cactus Avenue.

18 (b) "Willow Street Well" - presently owned by Lytle Creek,
19 having State Location No. 1S/5W-2K1, State Serial No. D-1085, located 202
20 feet East of the center line of Willow Street and 133 feet North of the center
21 line of Victoria Avenue.

22 (c) "Boyd Well" - presently owned by Citizens, having State
23 Location No. 1S/5W-12L1, State Serial No. D-1095, located 109 feet West of
24 the center line of Eucalyptus Street and 155 feet North of the center line of
25 Wilson Street.

26 For the purpose of determination of the elevation of water above
27 sea level in the said index wells, the elevation above sea level of each of
28 the index wells is established as follows:

- 29 (a) "Duncan Well"
30 (b) "Willow Street Well"
31 (c) "Boyd Well"

32 If for any reason any or all of said wells shall not be available

1 for measurement, the identity and location of a substitute index well or wells
2 may be determined by a written stipulation executed by at least three-fourths
3 in number of the stipulating parties (or their successor(s) in interest) and
4 filed in this action, or in default of said stipulation, by order of this Court.

5 The elevation of the water level above sea level of each of
6 the index wells shall be measured in each of the months of March, April,
7 and May in each year. Each stipulating party shall be entitled from time to
8 time to designate one individual to be present and observe such measurements.
9 Measurements shall be made by the owners of the respective wells or such
10 other person, firm or corporation which three-fourths in number of the stipu-
11 lating parties shall designate to do so. Such measurements shall be made
12 at such times as the index well measured is not being pumped and has not
13 been pumped within the preceding twenty-four hours.

14 7. As used herein the term "spring-high water level" for a year
15 at each of the index wells shall mean the highest elevation in feet above
16 sea level of the surface of the water table which shall be measured in each
17 respective index well at any one of the monthly measurements during either
18 March, April, or May.

19 In any year in which the average of the elevation of the
20 spring-high water level in the three index wells is above elevation 1002.3
21 feet above mean sea level, no stipulating party shall be limited in the amount
22 of water which may be pumped from the Basin. However, no stipulating party
23 shall acquire any additional right to extract water from the Basin by reason
24 of extracting more than such party is entitled under paragraph 5 above.

25 In any year in which the average of the elevations of the
26 spring-high water level in the three index wells is between 1002.3 feet above
27 mean sea level and 969.7 feet above mean sea level, each party shall be
28 entitled to pump from the Basin in such year only the amount of water to which
29 such party is entitled as specified in paragraph 5 above.

30 In any year in which the average of the elevations of the
31 spring-high water level in the three index wells is below 969.7 feet above
32 mean sea level, then the amount of water which the stipulating parties shall

1 be entitled to pump from the Basin during such year shall be reduced ten
2 per cent (10%) for each one (1) foot that the said average is below 969.7 feet
3 above mean sea level.

4 9. If any stipulating party acquires any of the wells located
5 within the Basin which are described on Exhibit "2", which is attached
6 hereto and hereby incorporated herein, such party shall have the additional
7 right to extract water from the Rialto Basin annually in the amount set forth
8 on said Exhibit "2" opposite the description of the respective wells.

9 10. Each stipulating party shall maintain records of all extrac-
10 tions of water from the Basin so that it can be determined therefrom what
11 extraction of water was taken from each well or combination of wells or
12 other water sources in the Basin from which such party received water in
13 each year.

14 Upon written demand of any stipulating party, the party
15 keeping such records shall within thirty (30) days after receipt of such demand
16 supply to the party making such demand, or other person designated by such
17 party in such demand, a written statement of the amount of water (in acre
18 feet) so taken from each such well or combination of wells or other sources
19 for each year after 1961 with respect to which no such statement has pre-
20 viously been supplied.

21 11. Every provision of this judgment in favor of all applies to
22 any party hereto and also applies to and inures to the benefit of and shall
23 also bind all of the heirs, legal representatives, successors and assigns
24 of such party.

25 12. Nothing in this judgment contained shall prevent any stipu-
26 lating party from selling or otherwise disposing of or purchasing or otherwise
27 acquiring any rights to extract water from the Basin which may be adjudged to
28 belong to any other stipulating party; but any such right to acquire or so dis-
29 pose of shall remain subject to any limitation or restrictions herein expressed.

30 13. The stipulating parties will unite in opposing any new taking
31 of water from the Basin other than a stipulating party or parties and will pro-
32 rate the expenses in making such opposition, including litigation or engineer-

1 ing expenses, provided that:

2 (a) The term "new taking" shall not include any water develop-
3 ment in the Basin hereafter made for the sole purpose of maintaining but not
4 increasing any quantity of water now being taken from the Basin by the person
5 who may hereafter make such development.

6 (b) If any stipulating party does not join in prosecuting any
7 future suit to prevent, enjoin or limit any such new or unlawful taking, such
8 stipulating party not so joining shall bear proratably the expenses of such suit,
9 including attorneys' fees and engineering fees, only if final judgment is ren-
10 dered in such suit preventing enjoining or limiting such taking.

11 14. No stipulating party shall be entitled to recover court costs
12 from any other stipulating party in this proceeding.

13 15. The Court will render jurisdiction to enter modifications of this
14 decree.

15 16. In the event through litigation of the supply of water in the
16 Basin, or by reason of adjudication in any subsequent action, the stipulating
17 parties in the aggregate shall be unable to pump and extract from the Basin a
18 quantity of water so great as the aggregate water is set forth herein, the stipu-
19 lating parties shall prorate the aggregate quantity of water available in the
20 Basin as long as such inability shall continue.

21 17. The listing herein of any number of acre feet for any party to
22 this action other than a stipulating party shall not be deemed an admission by
23 any stipulating party that a non-stipulating party is entitled to any water what-
24 soever from the Basin, nor as to the quantity which such non-stipulating party
25 may take from the Basin, but each such figure for any non-stipulating party
26 is listed in order that the stipulating parties may between themselves agree
27 as to their rights to extract water on account of acquisition of the wells of
28 non-stipulating parties.

29 18. As between stipulating parties only no extraction of water from
30 the Basin by any stipulating party in excess of the amount herein provided to
31 be taken by such party shall be deemed adverse to any other stipulating party,
32 and each stipulating party hereby waives as against each other stipulating

1 party the right to plead any statute of limitation or latches with respect to
2 water extracted by such party in excess of such amount.

3 19. No objection shall ever be made by any party to this judgment
4 as to the interest or right of any such party as herein defined or as to the vali-
5 dity of this judgment not so defining such interest or right on the ground that
6 such interest or right as so defined is not consistent with or warranted by the
7 pleadings in this action relative thereto, and if in any case it shall appear
8 that any such interest or right as so defined is in fact not consistent with or
9 warranted by such pleadings then such pleadings shall be deemed and treated
10 as amended to conform to and sustain such interest and right as herein defined,
11 and said pleadings shall be deemed sufficient to support this judgment.

12 Each of the parties to this judgment waives all right of appeal
13 therefrom and no appeal shall be taken by any party hereto from this judgment
14 or any part thereof and the same shall constitute a final judgment.

15 DONE IN OPEN COURT this ____ day of _____, 1961.

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17 _____
18 Judge of the Superior Court
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DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue; thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the centerline of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SBB&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBB&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W, said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, Records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

<u>STATE WELL NUMBER</u>		<u>LOCATION</u>	<u>STIPULATED RIGHT ACRE FEET</u>
<u>Location Number</u>	<u>Serial Number</u>		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490 <i>R.A.T.</i>
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490 <i>R.A.T.</i>
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540 <i>R.A.T.</i>
1S/4W-7C1	E-8a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290 <i>S.B.</i>
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370 <i>1000</i>
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160 <i>1000</i>
1S/4W-18K1	E-70e	47 feet South of center line Citrus Avenue, 87 feet East of West line of Northeast 1/4 of Section 18	360 <i>1000</i>
1N/5W-17K1	1170-B	3,937 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 352 feet Southwest of the center line of Riverside Avenue measured at right angles	90 <i>1000</i>
1N/5W-17G1	D-1170	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90 <i>1000</i>
1N/5W-28J1	D-1177a	63 feet West of Linden Avenue, 45 feet South of Vineyard .036 miles North of Highland Avenue	70 <i>1000</i>
1N/5W-31A1	D-1176	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370 <i>1000</i>

Western Judgment

Western Municipal Water District of Riverside
County v. East San Bernardino County Water District, Case No. 78426)

FILED
RIV. REC. COUNTY

APR 17 1969

DONALD J. McLELLAN, Clerk
By *[Signature]* Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF
RIVERSIDE COUNTY, a municipal water
district; CITY OF RIVERSIDE, a
municipal corporation; THE GAGE
CANAL COMPANY, a corporation; AGUA
MANSA WATER COMPANY, a corporation,
MEEKS & DALEY WATER COMPANY, a
corporation; RIVERSIDE HIGHLAND
WATER COMPANY, a corporation, and
THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Plaintiffs,

-vs-

(A) EAST SAN BERNARDINO COUNTY
WATER DISTRICT, et al.,

Defendants

784/26
No. 784726
JPM
4/17/69

JUDGMENT

TABLE OF CONTENTS

RECITALS

Page

I	Active Parties	5
II	Dismissed Parties	5
III	Prior Judgments	6
IV	Definitions	7
V	Extractions from the San Bernardino Basin Area	10
VI	San Bernardino Basin Area Rights and Replenishment	10
VII	Water Discharged Across the Bunker Hill Dike	16
VIII	Extractions from Colton Basin Area and Riverside Basin Area in San Bernardino County	16
IX	Extractions from the Portion of Riverside Basin Area in Riverside County which is tributary to Riverside Narrows.	20
X	Replenishment to Offset New Exports of Water to Areas not Tributary to Riverside Narrows.	21
XI	Replenishment Credits and Adjustment for Quality	22
XII	Conveyance of Water by San Bernardino Valley to Riverside Narrows.	24
XIII	Watermaster	25
XIV	Continuing Jurisdiction of the Court	27
XV	Saving Clauses	29
XVI	Effective Date	31
XVII	Costs	31

APPENDIX A -- Map showing San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area situated within San Bernardino County; Riverside Basin Area within Riverside County; Bunker Hill Dike; Riverside Narrows; and

Boundaries of San Bernardino
Valley Municipal Water
District & Western Municipal
Water District of Riverside
County

APPENDIX B --

Extractions by Plaintiffs from San
Bernardino Basin Area.

APPENDIX C --

Exports for Use on Lands not
Tributary to Riverside Narrows

APPENDIX D --

Miscellaneous Data

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therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I

ACTIVE PARTIES

(a) The parties to this Judgment are as follows:

(1) Plaintiff Western Municipal Water District of Riverside County, a California municipal water district, herein often called "Western", appearing and acting pursuant to Section 71751 of the Water Code;

(2) Plaintiff City of Riverside, a municipal corporation;

(3) Plaintiffs Riverside Highland Water Company, Agua Mansa Water Company and Meeks & Daley Water Company, each of which is a mutual water company and a California corporation;

(4) Plaintiff The Regents of the University of California, a California public corporation;

(5) Defendant San Bernardino Valley Municipal Water District, a California municipal water district, herein often called "San Bernardino Valley", appearing and acting pursuant to Section 71751 of the Water Code;

(b) This Judgment shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.

II

DISMISSED PARTIES

All parties other than those named in the preceding Paragraph I are dismissed without prejudice.

5.

III
PRIOR JUDGMENTS

(a) The Judgment dated and entered on May 13, 1959, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino, entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff v. Riverside Water Company, a corporation, et al., Defendants", No. 97031, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to the rights determined in that action.

(b) The Judgment dated June 23, 1965, and entered on April 21, 1966, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff, v. Riverside Water Company, a corporation, et al., Defendants," No. 111614, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to any rights determined in that action.

(c) As used in this Paragraph III only, "party" includes any person or entity which stipulates with the parties hereto to accept this Judgment.

IV
DEFINITIONS

The following ground water basins and tributary areas are situated within the Santa Ana River watershed upstream from Riverside Narrows and are tributary thereto, and their approximate locations and boundaries for purposes of this Judgment are shown upon the map attached hereto as Appendix "A": San Bernardino Basin Area (the area above Bunker Hill Dike, but excluding certain mountainous regions and the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins); Colton Basin Area, Riverside Basin Area within San Bernardino County, and Riverside Basin Area within Riverside County.

As used herein the following terms shall have the meanings herein set forth:

(a) Bunker Hill Dike - The San Jacinto Fault, located approximately as shown on Appendix "A", and forming the principal downstream boundary of the San Bernardino Basin Area.

(b) Riverside Narrows - That bedrock narrows in the Santa Ana River indicated on Appendix "A".

(c) Extractions - Any form of the verb or noun shall include pumping, diverting, taking or withdrawing water, either surface or subsurface, by any means whatsoever, except extractions for hydroelectric generation to the extent that such flows are returned to the stream, and except for diversions for replenishment.

(d) Natural Precipitation - Precipitation which falls naturally in the Santa Ana River watershed.

(e) Imported Water - Water brought into the Santa Ana River watershed from sources of origin outside such watershed.

1 (f) Replenishment - Artificial recharge of the
2 ground water body achieved through the spreading or retention of
3 water for the purpose of causing it to percolate and join the
4 underlying ground water body, or injection of water into the
5 ground water resources by means of wells; provided that as used
6 with reference to any obligation of Western to replenish the
7 Riverside Basin Area in Riverside County, the term replenishment
8 shall include any water caused to be delivered by Western for
9 which credit is received by San Bernardino Valley against its
10 obligation under the Orange County Judgment to provide base
11 flow at Riverside Narrows.

12 (g) Safe Yield - Safe yield is that maximum
13 average annual amount of water that could be extracted from the
14 surface and subsurface water resources of an area over a period
15 of time sufficiently long to represent or approximate long-time
16 mean climatological conditions, with a given areal pattern of
17 extractions, under a particular set of physical conditions or
18 structures as such affect the net recharge to the ground water
19 body, and with a given amount of usable underground storage
20 capacity, without resulting in long-term, progressive lowering
21 of ground water levels or other undesirable result. In
22 determining the operational criteria to avoid such adverse
23 results, consideration shall be given to maintenance of adequate
24 ground water quality, subsurface outflow, costs of pumping,
25 and other relevant factors.

26 The amount of safe yield is dependent in part upon
27 the amount of water which can be stored in and used from the
28 ground water reservoir over a period of normal water supply
29 under a given set of conditions. Safe yield is thus related to
30 factors which influence or control ground water recharge, and
31

1 to the amount of storage space available to carry over recharge
2 occurring in years of above average supply to years of
3 deficient supply. Recharge, in turn, depends on the available
4 surface water supply and the factors influencing the
5 percolation of that supply to the water table.

6 Safe yield shall be determined in part through the
7 evaluation of the average net groundwater recharge which would
8 occur if the culture of the safe yield year had existed over
9 a period of normal native supply.

10 (h) Natural Safe Yield - That portion of the safe
11 yield of the San Bernardino Basin Area which could be derived
12 solely from natural precipitation in the absence of imported
13 water and the return flows therefrom, and without
14 contributions from new conservation. If in the future any
15 natural runoff tributary to the San Bernardino Basin Area is
16 diverted away from that Basin Area so that it is not included
17 in the calculation of natural safe yield, any replacement made
18 thereof by San Bernardino Valley or entities within it from
19 imported water shall be included in such calculation.

20 (i) New Conservation - Any increase in
21 replenishment from natural precipitation which results from
22 operation of works and facilities not now in existence, other
23 than those works installed and operations which may be
24 initiated to offset losses caused by increased flood control
25 channelization.

26 (j) Year - A calendar year from January 1 through
27 December 31. The term "annual" shall refer to the same period
28 of time.

29 (k) Orange County Judgment - The final judgment
30 in Orange County Water District v. City of Chino, et al.,
31 Orange County Superior Court No. 117628, as it may from time to
32

time be modified.

(1) Return Flow - That portion of the water applied for use in any particular ground water basin which subsequently reaches the ground water body in that basin.

(m) Five Year Period - a period of five consecutive years.

V

EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

(a) For Use by Plaintiffs. The average annual extractions from the San Bernardino Basin Area delivered for use in each service area by each Plaintiff for the five year period ending with 1963 are hereby determined to be as set forth in Table B-1 of Appendix "B". The amount for each such Plaintiff delivered for use in each service area as set forth in Table B-1 shall be designated, for purposes of this Judgment, as its "base right" for such service area.

(b) For Use by Others. The total actual average annual extractions from the San Bernardino Basin Area by entities other than Plaintiffs for use within San Bernardino County for the five year period ending with 1963 are assumed to be 165,407 acre feet; the correct figure shall be determined by the Watermaster as herein provided.

VI

SAN BERNARDINO BASIN AREA RIGHTS AND REPLENISHMENT

(a) Determination of Natural Safe Yield. The natural safe yield of the San Bernardino Basin Area shall be computed by the Watermaster, reported to and determined initially by supplemental order of this Court, and thereafter

1 shall be subject to the continuing jurisdiction thereof.

2 (b) Annual Adjusted Rights of Plaintiffs.

3 1. The annual "adjusted right" of each
4 Plaintiff to extract water from the San Bernardino
5 Basin Area for use in each service area designated
6 in Table B-1 shall be equal to the sum of the
7 following:

8 (a) its base right for such service area, until
9 the natural safe yield of the San Bernardino Basin
10 Area is determined, and thereafter its percentage
11 of such natural safe yield determined by the
12 methods used in Table B-2; and (b) an equal
13 percentage for each service area of any new
14 conservation, provided the conditions of the
15 subparagraph 2 below have been met.

16 2. In order that the annual adjusted
17 right of each such Plaintiff shall include its
18 same respective percentage of any new conservation,
19 such Plaintiff shall pay its proportionate share
20 of the costs thereof. Each Plaintiff shall have
21 the right to participate in new conservation projects,
22 under procedures to be determined by the Watermaster
23 for notice to Plaintiffs of the planned construction
24 of such projects. With respect to any new
25 conservation brought about by Federal installations,
26 the term "costs" as used herein shall refer to any
27 local share required to be paid in connection with
28 such project. Each Plaintiff shall make its
29 payment at times satisfactory to the constructing
30 agency, and new conservation shall be credited to
31 any participating Plaintiff as such conservation is
32 effected.

1 3. In any five year period, each
2 Plaintiff shall have the right to extract from the
3 San Bernardino Basin Area for use in each service
4 area designated in Table B-1 an amount of water
5 equal to five times its adjusted right for such
6 service area; provided, however, that extractions by
7 each Plaintiff in any year in any service area shall
8 not exceed such Plaintiff's adjusted right for that
9 service area by more than 30 percent.

10 4. If the natural safe yield of the
11 San Bernardino Basin Area has not been determined by
12 January 1, 1972, the initial determination thereof
13 shall be retroactive to that date and the rights
14 of the Plaintiffs, and the replenishment
15 obligation of San Bernardino Valley as hereinafter
16 set forth, shall be adjusted as of such date. Any
17 excess extractions by Plaintiffs shall be charged
18 against their respective adjusted rights over the
19 next five year period, or in the alternative,
20 Plaintiffs may pay to San Bernardino Valley the
21 full cost of any replenishment which it has pro-
22 vided as replenishment for such excess extractions.
23 Any obligation upon San Bernardino Valley to pro-
24 vide additional replenishment, by virtue of such
25 retroactive determination of natural safe yield,
26 may also be discharged over such next five year
27 period.

28 5. Plaintiffs and each of them and
29 their agents and assigns are enjoined from extracting
30 any more water from the San Bernardino Basin Area than
31 is permitted under this Judgment. Changes in place
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1 of use of any such water from one service area to
2 another shall not be made without the prior
3 approval of Court upon a finding of compliance
4 with Paragraph XV(b) of this Judgment. So long
5 as San Bernardino Valley is in compliance with all
6 its obligations hereunder, and Plaintiffs are
7 allowed to extract the water provided for in this
8 Judgment, Plaintiffs are further enjoined from
9 bringing any action to limit the water extracted
10 from the San Bernardino Basin Area for use within
11 San Bernardino Valley.

12 6. Nothing in this Judgment shall
13 prevent future agreements between San Bernardino
14 Valley and Western under which additional
15 extractions may be made from the San Bernardino Basin
16 Area, subject to the availability of imported water
17 not required by San Bernardino Valley, and subject
18 to payment satisfactory to San Bernardino Valley
19 for replenishment required to compensate for such
20 additional extractions.

21
22 (c) San Bernardino Valley Replenishment. San
23 Bernardino Valley shall provide imported water for
24 replenishment of the San Bernardino Basin Area at least equal
25 to the amount by which extractions therefrom for use within
26 San Bernardino County exceed during any five year period the
27 sum of: (a) five times the total average annual extractions
28 determined under Paragraph V(b) hereof, adjusted as may be
29 required by the natural safe yield of the San Bernardino Basin
30 Area; and (b) any new conservation to which users within San
31 Bernardino Valley are entitled. Such replenishment shall be
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1 supplied in the year following any five year period; provided
2 that during the first five year period, San Bernardino Valley
3 shall supply annual amounts on account of its obligations
4 hereunder, and such amounts shall be not less than fifty
5 percent of the gross amount of excess extractions in the
6 previous year.

7 1. Against its replenishment obligation
8 over any five year period San Bernardino Valley shall
9 receive credit for that portion of such excess
10 extractions that returns to the ground water of the
11 San Bernardino Basin Area.

12 2. San Bernardino Valley shall also
13 receive credit against any future replenishment
14 obligations for all replenishment which it provides
15 in excess of that required herein, and for any
16 amounts which may be extracted without replenishment
17 obligation, which in fact are not extracted.

18 (d) In this subparagraph (d), "person" and "entity"
19 mean only those persons and entities, and their successors
20 in interest, which have stipulated with the parties to this
21 Judgment within six months after its entry to accept this
22 Judgment.

23 San Bernardino Valley agrees that the base rights of
24 persons or entities other than Plaintiffs to extract water
25 from the San Bernardino Basin Area for use within San
26 Bernardino Valley will be determined by the average annual
27 quantity extracted by such person or entity during the five
28 year period ending with 1963. After the natural safe yield
29 of the San Bernardino Basin Area is determined hereunder, such
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1 base rights will be adjusted to such natural safe yield; the
2 adjusted right of each such person or entity shall be that
3 percentage of natural safe yield as determined hereunder from
4 time to time which the unadjusted right of such person or
5 entity is of the amount determined under Paragraph V(b).

6 San Bernardino Valley further agrees that in the
7 event the right to extract water of any of such persons or
8 entities in the San Bernardino Basin Area is adjudicated and
9 legal restrictions placed on such extractions which prevent
10 extracting of water by said persons or entities in an amount
11 equal to their base rights, or after natural safe yield is
12 determined, their adjusted rights, San Bernardino Valley will
13 furnish to such persons or entities or recharge the ground
14 water resources in the area of extraction for their benefit
15 with imported water, without direct charge to such persons or
16 entities therefor, so that the base rights, or adjusted
17 rights, as the case may be, may be taken by the person or
18 entity.

19 Under the provisions hereof relating to furnishing
20 of such water by San Bernardino Valley, such persons or
21 entities shall be entitled to extract in addition to their
22 base rights or adjusted rights any quantities of water spread
23 for repumping in their area of extractions, which has been
24 delivered to them by a mutual water company under base rights
25 or adjusted base rights included by the Watermaster under the
26 provisions of Paragraph V (b) hereof. Extractions must be
27 made within three years of spreading to so qualify.
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*Basin for Ave 3
&
16th St*

*B.W.N
&
C.M.*

VII
WATER DISCHARGED ACROSS THE BUNKER HILL DIKE

San Bernardino Valley shall keep in force an agreement with the City of San Bernardino that the present annual quantity of municipal sewage effluent discharged across Bunker Hill Dike, assumed for all purposes herein to be 16,000 acre feet annually, shall be committed to the discharge of the downstream obligations imposed on San Bernardino Valley under this Judgment or under the Orange County Judgment, and that such effluent shall comply with the requirements of the Santa Ana River Basin Regional Water Quality Control Board in effect December 31, 1968.

VIII
EXTRACTIONS FROM COLTON BASIN AREA AND RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY.

(a) The average annual extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use outside San Bernardino Valley, for the five year period ending with 1963 are assumed to be 3,349 acre feet and 20,191 acre feet, respectively; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from each such Basin Area for use outside San Bernardino Valley, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess

1 extractions over such 20 percent peaking allowance.

2 (c). To the extent that extractions from each such
3 Basin Area for use outside San Bernardino Valley exceed the
4 amounts specified in the next preceding Paragraph (b), Western
5 shall provide replenishment. Except for any extractions in
6 excess of the 20 percent peaking allowance, such replenishment
7 shall be supplied in the year following any five year period,
8 and shall not be from reclaimed water produced within San
9 Bernardino Valley. Such replenishment shall also be of a
10 quality at least equal to the water extracted from the Basin
11 Area being recharged; provided, that water from the State Water
12 Project shall be deemed to be of acceptable quality.
13 Replenishment shall be supplied to the Basin Area from which
14 any excess extractions have occurred and in the vicinity of
15 the place of the excess extractions to the extent required to
16 preclude influence on the water level in the three wells below
17 designated; provided that discharge of imported water into the
18 Santa Ana River or Warm Creek from a connection on the State
19 Aqueduct near the confluence thereof, if released in accordance
20 with a schedule approved by the Watermaster to achieve
21 compliance with the objectives of this Judgment, shall satisfy
22 any obligation of Western to provide replenishment in the Colton
23 Basin Area, or that portion of the Riverside Basin Area in San
24 Bernardino County, or the Riverside Basin Area in Riverside
25 County.

26 (d) Extractions from the Colton Basin Area and that
27 portion of the Riverside Basin Area within San Bernardino County,
28 for use within San Bernardino Valley, shall not be limited.
29 However, except for any required replenishment by Western,
30 San Bernardino Valley shall provide the water to maintain the
31 static water levels in the area, as determined by wells numbered
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17.

IF measure the level drop from
western pool can go to
Borden Hall with level raised
822.04

Need to talk to
Harriger to
clarify this

1S 4W 21 Q3, 1S 4W 29 N1, and 1S 4W 29 Q1 at an average level no lower than that which existed in the Fall season of 1963. Such 1963 average water level is hereby determined to be 822.04 feet above sea level. In future years, the level shall be computed by averaging the lowest static water levels in each of the three wells occurring at or about the same time of the year, provided that no measurements will be used which reflect the undue influence of pumping in nearby wells, or in the three wells, or pumping from the Riverside Basin in Riverside County in excess of that determined pursuant to Paragraph IX(a) hereof.

(e) Extractions by Plaintiffs from the Colton Basin Area and the portion of the Riverside Basin Area in San Bernardino County may be transferred to the San Bernardino Basin Area if the level specified in Paragraph (d) above is not maintained, but only to the extent necessary to restore such 1963 average water level, provided that Western is not in default in any of its replenishment obligations. San Bernardino Valley shall be required to replenish the San Bernardino Basin Area in an amount equal to any extractions so transferred. San Bernardino Valley shall be relieved of responsibility toward the maintenance of such 1963 average water level to the extent that Plaintiffs have physical facilities available to accommodate such transfers of extractions, and insofar as such transfers can be legally accomplished.

(f) The Colton Basin Area and the portion of the Riverside Basin Area in San Bernardino County constitute a major source of water supply for lands and inhabitants in both San Bernardino Valley and Western, and the parties hereto have a mutual interest in the maintenance of water quality in these Basin Areas and in the preservation of such supply. If

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1 the water quality in such Areas, as monitored by the City of
2 Riverside wells along the river, falls below the Objectives set
3 therefor by the Santa Ana River Basin Regional Water Quality
4 Control Board, the Court shall have jurisdiction to modify the
5 obligations of San Bernardino Valley to include, in addition
6 to its obligation to maintain the average 1963 water level,
7 reasonable provisions for the maintenance of such water quality.

8 (g) The primary objectives of Paragraph VIII and
9 related provisions are to allow maximum flexibility to San
10 Bernardino Valley in the operation of a coordinated
11 replenishment and management program, both above and below
12 Bunker Hill Dike; to protect San Bernardino Valley against
13 increased extractions in the area between Bunker Hill Dike and
14 Riverside Narrows, which without adequate provision for
15 replenishment might adversely affect base flow at Riverside
16 Narrows, for which it is responsible under the Orange County
17 Judgment; and to protect the area as a major source of ground
18 water supply available to satisfy the historic extractions
19 therefrom for use within Western, without regard to the method
20 of operation which may be adopted by San Bernardino Valley for
21 the San Bernardino Basin Area, and without regard to the effect
22 of such operation upon the historic supply to the area below
23 Bunker Hill Dike.

24 If these provisions should prove either inequitable or
25 unworkable, the Court upon the application of any party hereto
26 shall retain jurisdiction to modify this Judgment so as to
27 regulate the area between Bunker Hill Dike and Riverside Narrows
28 on a safe yield basis; provided that under such method of
29 operation, (1) base rights shall be determined on the basis of
30 total average annual extractions for use within San Bernardino
31 Valley and Western, respectively, for the five year period ending
32

19.

1 with 1963; (2) such base rights for use in both Districts shall
2 be subject to whatever adjustment may be required by the safe
3 yield of the area, and in the aggregate shall not be exceeded
4 unless replenishment therefor is provided; (3) in calculating
5 safe yield, the outflow from the area at Riverside Narrows shall
6 be determined insofar as practical by the base flow obligations
7 imposed on San Bernardino Valley under the Orange County
8 Judgment; and (4) San Bernardino Valley shall be required to
9 provide replenishment for any deficiency between the actual
10 outflow and the outflow obligation across Bunker Hill Dike as
11 established by safe yield analysis using the base period of
12 1934 through 1960.

13
14 IX

15 EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA
16 IN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO RIVERSIDE NARROWS.

17 (a) The average annual extractions from the portion
18 of the Riverside Basin Area in Riverside County which is
19 tributary to Riverside Narrows, for use in Riverside County,
20 for the five year period ending with 1963 are assumed to be
21 30,044 acre feet; the correct figures shall be determined by
22 the Watermaster as herein provided.

23 (b) Over any five year period, there may be
24 extracted from such Basin Area, without replenishment
25 obligation, an amount equal to five times such annual average
26 for the Basin Area; provided, however, that if extractions in
27 any year exceed such average by more than 20 percent, Western
28 shall provide replenishment in the following year equal to the
29 excess extractions over such 20 percent peaking allowance.

30 (c) To the extent that extractions from such Basin
31 Area exceed the amounts specified in the next preceding
32

20.

Paragraph (b), Western shall provide replenishment. Except for any extractions in excess of the 20 percent peaking allowance, such replenishment shall be supplied in the year following any five year period, and shall be provided at or above Riverside Narrows.

(d) Western shall also provide such replenishment to offset any reduction in return flow now contributing to the base flow at Riverside Narrows, which reduction in return flow results from the conversion of agricultural uses of water within Western to domestic or other uses connected to sewage or waste disposal systems, the effluent from which is not tributary to the rising water at Riverside Narrows.

X

REPLENISHMENT TO OFFSET NEW EXPORTS OF WATER TO AREAS
NOT TRIBUTARY TO RIVERSIDE NARROWS.

Certain average annual amounts of water extracted from the San Bernardino Basin Area and the area downstream therefrom to Riverside Narrows during the five year period ending in 1963 have been exported for use outside of the area tributary to Riverside Narrows and are assumed to be 50,667 acre feet annually as set forth in Table C-1 of Appendix "C"; the correct amount shall be determined by the Watermaster as herein provided. Western shall be obligated to provide replenishment at or above Riverside Narrows for any increase over such exports by Western or entities within it from such areas for use within areas not tributary to Riverside Narrows. San Bernardino Valley shall be obligated to provide replenishment for any increase over the exports from San Bernardino Valley for use in any area not within Western nor tributary to Riverside Narrows as set forth in Table C-2 of

21.

Appendix "C", such amounts being subject to correction by the Watermaster, or for any exports from the San Bernardino Basin Area for use in the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins.

XI

REPLENISHMENT CREDITS AND ADJUSTMENT FOR QUALITY

(a) All replenishment provided by Western under Paragraph IX and all credits received against such replenishment obligation shall be subject to the same adjustments for water quality applicable to base flow at Riverside Narrows, as set forth in the Orange County Judgment.

(b) Western shall receive credit against its replenishment obligations incurred under this Judgment for the following:

1. As against its replenishment obligation under Paragraph VIII, any return flow to the Colton Basin Area or the portion of the Riverside Basin Area within San Bernardino County, respectively, resulting from any excess extractions therefrom; and as against its replenishment obligation under Paragraph IX, any return flow to the portion of the Riverside Basin Area in Riverside County, which contributes to the base flow at Riverside Narrows, resulting from any excess extractions therefrom, or from the Riverside Basin Area in San Bernardino County, or from the Colton Basin Area.

2. Subject to adjustment under Paragraph (a) hereof, any increase over the present amounts of sewage effluent discharged from

Storage Area 1

Doesn't this allow
overproduction of Bury
can fill?

1 treatment plants within Riverside County which are
2 tributary to Riverside Narrows, and which results
3 from the use of imported water.

4 3. Any replenishment which may be pro-
5 vided in excess of that required; any amounts which
6 hereunder are allowed to be extracted from the
7 Colton and Riverside Basin Areas without
8 replenishment obligation by Western, and which in-
9 fact are not extracted; any storm flows conserved
10 between Bunker Hill Dike and Riverside Narrows by
11 works financed solely by Western, or entities within
12 it, which would not otherwise contribute to base
13 flow at Riverside Narrows; and any return flow
14 from imported water used in Riverside County which
15 contributes to base flow at Riverside Narrows;
16 provided, however, that such use of the underground
17 storage capacity in each of the above situations
18 does not adversely affect San Bernardino Valley
19 in the discharge of its obligations at Riverside
20 Narrows under the Orange County Judgment, nor
21 interfere with the accomplishment by San Bernardino
22 Valley of the primary objectives of Paragraph VIII,
23 as stated in Subdivision (g).

24 (c) The replenishment obligations of Western under
25 this Judgment shall not apply during such times as amounts of
26 base flow at Riverside Narrows and the amounts of water stored
27 in the ground water resources below Bunker Hill Dike and
28 tributary to the maintenance of such flow are found by Order of
29 the Court to be sufficient to satisfy any obligation which
30 San Bernardino Valley may have under this Judgment, or under the
31

1 Orange County Judgment, and if the Court further finds by Order
2 that during such times any such increase in pumping, changes
3 in use or exports would not adversely affect San Bernardino
4 Valley in the future.

5 (d) The replenishment obligations of San Bernardino
6 Valley under Paragraph X of this Judgment for increase in
7 exports from the Colton and Riverside Basin Areas within San
8 Bernardino Valley below the Bunker Hill Dike shall not apply
9 during such times as the amounts of water in the ground water
10 resources of such area are found by Order of the Court to be
11 sufficient to satisfy the obligations which San Bernardino
12 Valley may have to Plaintiffs under this Judgment, and if the
13 Court further finds by Order that during such times any such
14 increases in exports would not adversely affect Plaintiffs in
15 the future.

16
17 XII

18 CONVEYANCE OF WATER BY SAN BERNARDINO VALLEY
19 TO RIVERSIDE NARROWS.

20 If San Bernardino Valley determines that it will
21 convey reclaimed sewage effluent, or other water, to or near
22 Riverside Narrows, to meet its obligations under this or the
23 Orange County Judgment, the City of Riverside shall make
24 available to San Bernardino Valley for that purpose any unused
25 capacity in the former Riverside Water Company canal, and the
26 Washington and Monroe Street storm drains, without cost except
27 for any alterations or capital improvements which may be
28 required, or any additional maintenance and operation costs which
29 may result. The use of those facilities shall be subject to the
30 requirements of the Santa Ana River Basin Regional Water Quality
31 Control Board and of the State Health Department, and compliance
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24.

1 therewith shall be San Bernardino Valley's responsibility.

2
3 XIII

4 WATERMASTER

5 (a) This Judgment and the instructions and
6 subsequent orders of this Court shall be administered and
7 enforced by a Watermaster. The parties hereto shall make such
8 measurements and furnish such information as the Watermaster
9 may reasonably require, and the Watermaster may verify such
10 measurements and information and obtain additional measurements
11 and information as the Watermaster may deem appropriate.

12 (b) The Watermaster shall consist of a committee
13 of two persons. San Bernardino Valley and Western shall each
14 have the right to nominate one of such persons. Each such
15 nomination shall be made in writing, served upon the other
16 parties to this Judgment, and filed in Court. Such person shall
17 be appointed by and serve at the pleasure of and until further
18 order of this Court. If either Western or San Bernardino Valley
19 shall at any time nominate a substitute appointee in place of
20 the last appointee to represent it, such appointee shall be
21 appointed by the Court in place of such last appointee.

22 (c) Appendix "D" to this Judgment contains some of
23 the data which have been used in preparation of this Judgment,
24 and shall be utilized by the Watermaster in connection with
25 any questions of interpretation.

26 (d) Each and every finding and determination of the
27 Watermaster shall be made in writing certified to be by
28 unanimous action of both members of the Watermaster committee.
29 In the event of failure or inability of such Watermaster
30 Committee to reach agreement, the Watermaster committee may
31 determine to submit the dispute to a third person to be selected
32

25.

1 by them, or if they are unable to agree on a selection, to be
2 selected by the Court, in which case the decision of the third
3 person shall be binding on the parties; otherwise the fact,
4 issue, or determination in question shall forthwith be
5 certified to this Court by the Watermaster, and after due notice
6 to the parties and opportunity for hearing, said matter shall
7 be determined by order of this Court, which may refer the
8 matter for prior recommendation to the State Water Resources
9 Control Board. Such order of the Court shall be a determination
10 by the Watermaster within the meaning of this Judgment.

11 (e) The Watermaster shall report to the Court and
12 to each party hereto in writing not more than seven (7) months
13 after the end of each year, or within such other time as the
14 Court may fix, on each determination made by it pursuant to this
15 Judgment, and such other items as the parties may mutually
16 request or the Watermaster may deem to be appropriate. All of
17 the books and records of the Watermaster which are used in the
18 preparation of, or are relevant to, such reported data,
19 determinations and reports shall be open to inspection by the
20 parties hereto. At the request of any party this Court will
21 establish a procedure for the filing and hearing of objections
22 to the Watermaster's report.

23 (f) The fees, compensation and expenses of each
24 person on the Watermaster shall be borne by the District which
25 nominated such person. All other Watermaster service costs and
26 expenses shall be borne by San Bernardino Valley and Western
27 equally.

28 (g) The Watermaster shall initially compute and
29 report to the Court the natural safe yield of the San Bernardino
30 Basin Area, said computation to be based upon the cultural
31
32

1 conditions equivalent to those existing during the five
2 calendar year period ending with 1963.

3 (h) The Watermaster shall as soon as practical
4 determine the correct figures for Paragraphs V(b), VI(b)1,
5 VIII(a), IX(a) and X, as the basis for an appropriate
6 supplemental order of this Court.

7
8 XIV

9 CONTINUING JURISDICTION OF THE COURT

10 (a) The Court hereby reserves continuing
11 jurisdiction of the subject matter and parties to this Judgment,
12 and upon application of any party, or upon its own motion, may
13 review and redetermine, among other things, the following
14 matters and any matters incident thereto:

15 1. The hydrologic condition of any one or
16 all of the separate basins described in this Judgment in order
17 to determine from time to time the safe yield of the San
18 Bernardino Basin Area.

19 2. The desirability of appointing a
20 different Watermaster or a permanent neutral member of the
21 Watermaster, or of changing or more clearly defining the duties
22 of the Watermaster.

23 3. The desirability of providing for increases
24 or decreases in the extraction of any particular party because
25 of emergency requirements or in order that such party may
26 secure its proportionate share of its rights as determined
27 herein.

28 4. The adjusted rights of the Plaintiffs as
29 required to comply with the provisions hereof with respect to
30 changes in the natural safe yield of the San Bernardino Basin
31

Area. If such changes occur, the Court shall adjudge that the adjusted rights and replenishment obligations of each party shall be changed proportionately to the respective base rights.

5. Conforming the obligations of San Bernardino Valley under this Judgment to the terms of any new judgment hereafter entered adjudicating the water rights within San Bernardino Valley, if inconsistencies of the two judgments impose hardship on San Bernardino Valley.

6. Adjusting the figures in Paragraphs V(b), VI(b) 1, VIII(a) IX(a), and X, to conform to determination by the Watermaster.

7. Credit allowed for return flow in the San Bernardino Basin Area if water levels therein drop to the point of causing undue hardship upon any party.

8. Other matters not herein specifically set forth which might occur in the future and which would be of benefit to the parties in the utilization of the surface and ground water supply described in this Judgment, and not inconsistent with the respective rights of the parties as herein established and determined.

(b) Any party may apply to the Court under its continuing jurisdiction for any appropriate modification of this Judgment if its presently available sources of imported water are exhausted and it is unable to obtain additional supplies of imported water at a reasonable cost, or if there is any substantial delay in the delivery of imported water through the State Water Project.

SAVING CLAUSES

(a) Nothing in this Judgment precludes San Bernardino Valley, Western, or any other party from exercising such rights as it may have or obtain under law to spread, store underground and recapture imported water, provided that any such use of the underground storage capacity of the San Bernardino Basin Area by Western or any entity within it shall not interfere with any replenishment program of the Basin Area.

(b) Changes in the place and kind of water use, and in the transfer of rights to the use of water, may be made in the absence of injury to others or prejudice to the obligations of either San Bernardino Valley or Western under Judgment or the Orange County Judgment.

(c) If any Plaintiff shall desire to transfer all or any of its water rights to extract water within San Bernardino Valley to a person, firm, or corporation, public or private, who or which is not then bound by this Judgment, such Plaintiff shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Plaintiff under this Judgment as to such transferred water rights. Such appearance and assumption of obligation shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Plaintiff shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Plaintiff shall have appeared in this action

1 and filed a valid and effective express assumption of the
2 obligations imposed upon such Plaintiff under this Judgment as
3 to such transferred water rights, such transferring Plaintiff
4 shall thereupon be discharged from all obligations hereunder.
5 If any Plaintiff shall cease to own any rights in and to the water
6 supply declared herein and shall have caused the appearance and
7 assumption provided for in the third preceding sentence with
8 respect to each voluntary transfer, then upon application to
9 this Court and after notice and hearing such Plaintiff shall
10 thereupon be relieved and discharged from all further
11 obligations hereunder. Any such discharge of any Plaintiff
12 hereunder shall not impair the aggregate rights of defendant
13 San Bernardino Valley or the responsibility hereunder of the
14 remaining Plaintiffs or any of the successors.

15 (d) Non-use of any right to take water as provided
16 herein shall not result in any loss of the right. San
17 Bernardino Valley does not guarantee any of the rights set out
18 herein for Western and the other Plaintiffs as against the
19 claims of third parties not bound hereby. If Western or the
20 other Plaintiffs herein should be prevented by acts of third
21 parties within San Bernardino County from extracting the
22 amounts of water allowed them by this Judgment, they shall have
23 the right to apply to this Court for any appropriate relief,
24 including vacation of this Judgment, in which latter case all
25 parties shall be restored to their status prior to this
26 Judgment insofar as possible.

27 (e) Any replenishment obligation imposed hereunder
28 on San Bernardino Valley may be deferred until imported water
29 first is available to San Bernardino Valley under its contract
30 with the California Department of Water Resources and the
31

1 obligation so accumulated may be discharged in five
2 approximately equal annual installments thereafter.

3 (f) No agreement has been reached concerning the
4 method by which the cost of providing replenishment will be
5 financed, and no provision of this Judgment, nor its failure
6 to contain any provision, shall be construed to reflect any
7 agreement relating to the taxation or assessment of extractions.
8

9 XVI

10 EFFECTIVE DATE

11
12 The provisions of Paragraphs III and V to XII of this
13 Judgment shall be in effect from and after January 1, 1971;
14 the remaining provisions are in effect immediately.
15

16 XVII

17 COSTS

18 No party shall recover its costs herein as against
19 any other party.
20

21 THE CLERK WILL ENTER THIS JUDGMENT FORTHWITH.

22 DATED: *April 17, 1969*
23

24
25 ENTERED

26
27 APR 17 1969

28
29 *[Signature]*
30 JUDGE OF THE SUPERIOR COURT
31
32

JUDGMENT BOOK *124* PG *42*